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RECORDATION NO. _____ Filed & Recorded

DEC 26 1973 - 11 15 AM

A D D E N D U M

INTERSTATE COMMERCE COMMISSION

THIS INSTRUMENT, is an addendum to a certain Lease Agreement, hereinafter called "lease", dated as of the 1st day of March, 1973, by and between CIC/A. A. MORRISON., INC. hereinafter called "Lessor", and NORTH LOUISIANA & GULF RAILROAD COMPANY, hereinafter called "Lessee".

W I T N E S S E T H:

WHEREAS, the parties hereto desire to modify some of the terms contained in the lease;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, in hand paid by Lessee to Lessor, the receipt of which is hereby acknowledged, and in consideration of the covenants contained herein, the parties hereby agree as follows:

1. This instrument shall be construed with and as part of the lease between said parties.
2. Notwithstanding any term, provision, covenant or condition in the lease to the contrary, the language herein shall be given full force and effect.
3. The first page of the lease is hereby amended by deleting all of the language contained thereon in the

SECTION 5. IDENTIFICATION MARKS. Lessee shall keep each Car numbered with the identifying number indicated in Exhibit D hereto and as set forth in the Certificate of Acceptance for such Cars and shall keep each side of each such Car plainly, distinctly, permanently and conspicuously marked, in letters not less than one inch in height, with the name of Lessor followed by the word "Lessor -- Owner" and such other appropriate words designated by Lessor and Lessor may make changes thereof and additions thereto as from time to time may be required by law in order to protect the interest and title of Lessor to the Cars and its rights under this Lease. Lessee will replace promptly the name of Lessor and words which may be removed, defaced or destroyed. Lessee will not change the numbers of any such Cars except with the consent of Lessor and in accordance with a statement of new numbers to be substituted therefor, which statement shall have been previously filed with Lessor by Lessee so that Lessor may promptly file and record the same with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and with such other entities under such other acts as may be applicable and in all other public offices where this Lease shall have been filed or recorded. The cost of making any change in the numbers of any Car or legend upon any Car shall be borne by Lessee. Except as otherwise provided in this Section, Lessee will not allow the name of any person, association or corporation to be placed on any Car as a designation which might be interpreted as a claim of ownership; provided, however, that Lessee may cause the Cars to be lettered with the name, emblem, or initials of Lessee or of a subsidiary or affiliated company controlling or controlled by Lessee (or of any sub-lessee if the sublease shall be permitted under this Lease). The benefits afforded to Lessor under this provision shall be specifically applicable to the assignor of Lessor and to the assignees of such assigns and to any party which has a security interest in and to such Cars.

IN WITNESS WHEREOF, the Lessee has executed this instrument this 31st day of July, 1973.

NORTH LOUISIANA & GULF RAILROAD COMPANY

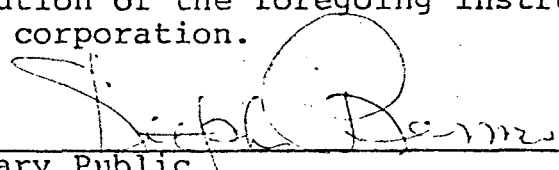
By: C. K. [Signature] Vice President

Attested: Mary Mahoney [Signature]

IN WITNESS WHEREOF, the Lessor has executed this in-

STATE OF NEW YORK)
 : SS.
COUNTY OF New York)

On this 31st day of July, 1973, before me personally appeared C. C. Kunz, to me personally known, who, being by me duly sworn, says that he is Vice President of NORTH LOUISIANA & GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

STATE OF NEW YORK)
 : SS.
COUNTY OF)

On this 2nd day of November, 1973, before me personally appeared Julian J. Morrison, to me personally known, who, being by me duly sworn, says that he is President of FIRSTMARK MORRISON, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

RUSSELL J. PIERI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

CERTIFICATION

The undersigned, an attorney at law